

A. G. Contract No. KR930199TRN
ECS File: JPA 93-17
Project: RS-347(16)P
TRACS No: SS24401U
Section: SR-347/Maricopa Road
Segment IV, Papago Road to SR-84

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 20 December, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY, ARIZONA, acting by and through its Board of Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. <u>18285</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/20/93</u>
<u>Richard H. Hovak</u> Secretary of State
By <u>Vicky D. Greenwood</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the construction of the project, is willing to provide the State with the County funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: UTILITY RELOCATION

Estimated Project Cost	\$ 122,465.00
Federal Funds @ 92.88% of \$122,465.00	\$ 113,745.00
Total Pinal County Funds	\$ 8,720.00

In the event that the amount of federal aid participation changes, the amount of County participation shall be adjusted accordingly.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the County, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

2. Prior to the solicitation of bids, the County shall deposit \$8,720.00 with the State. Upon completion of the construction contract, the State shall return to the County any part of the funds deposited by the County remaining after County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, except those obstacles included for removal in the construction contract.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the County.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, The County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work herein embraced.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Pinal County
Joint Project Administration	Attn: Mr. Brad Gair
205 S. 17th Avenue - 616E	PO Box 727
Phoenix, Arizona 85007	Florence, AZ 85232

8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

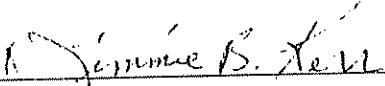
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY, ARIZONA

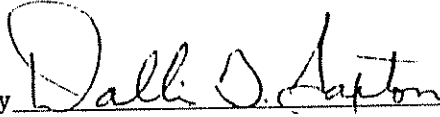
STATE OF ARIZONA

Department of Transportation

By

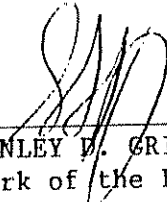

JIMMIE B. KERR
Chairman, Pinal County
Board of Supervisors

By


ROBERT P. MICKELSON
for Deputy State Engineer

ATTEST

By


STANLEY D. GRIFFIS
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 1st day of February 1993, that I, THOMAS R. WARNE, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the construction and maintenance of utility improvements to Maricopa Road Segment IV.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for Mary E. Peters
THOMAS R. WARNE
Acting Director

RESOLUTION NO. 30493-MR

**A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERN-
MENTAL AGREEMENT IDENTIFIED AS JPA 93-17 WITH THE STATE OF
ARIZONA TO DEFINE RESPONSIBILITIES ON THE MARICOPA ROAD
PROJECT, SEGMENT IV, FOR UTILITY RELOCATION**

WHEREAS, Pinal County ("County") and the State of Arizona ("State"), acting through the Arizona Department of Transportation (ADOT), have participated in the design of improvements to State Route 347 (Maricopa Road) between the Maricopa-Pinal County Line and SR-84 called the Maricopa Road Project (the Project); and

WHEREAS, Pinal County Board of Supervisors has determined the need to define the responsibilities of the County and the State on the Project.

THEREFORE, BE IT RESOLVED:

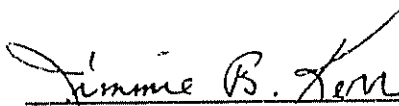
That it is in the best interest of the County to enter into Intergovernmental Agreement JPA 93-17 with the State, by and through ADOT, for the purpose of defining the responsibilities of the County and the State for utility relocation for the Maricopa Road Project, Segment IV, Papago Road to SR-84.

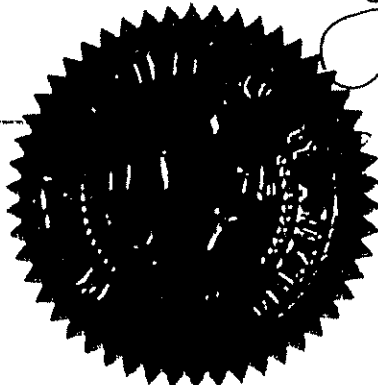
BE IT FURTHER RESOLVED: The Chairman of the County Board of Supervisors is authorized to execute said intergovernmental agreement on behalf of the County.

PASSED AND ADOPTED this 4th day of March, 1993.

ATTEST:


Clerk of the Board


Chairman, Board of Supervisors



APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreements, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PINAL COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 23rd day of February, 1993.

Patricia A. Grieb

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0199-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of December, 1993.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8290G